



Landlord Letter

January 2017

Repairs & Rentals — Utah’s Fit Premises Act



The Utah Fit Premises Act (“UFPA”) lays out specific requirements and procedures related to the landlord tenant relationship. The UFPA states some general requirements for all landlord and tenants under Utah law, but it goes into detail in describing how to handle problems and repairs.

As a practical matter, when a tenant makes a request for a repair, the landlord should usually take the request seriously and act in a timely manner. As a legal matter, it is important for landlords to know the requirements imposed by the UFPA.

First, the timelines stated below are usually triggered by the tenant giving a written “Notice of Deficient Conditions” which outlines the deficient condition and also alerts the landlord of what the tenant intends to do if the problems are not fixed in a timely manner.

There are a few types of property conditions addressed in the UFPA, and each one has their own time-frame to act. First, a “Deficient Condition” is a problem that violates a standard of habitability or the lease, which typically requires that it interfere with the health or

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What people are saying about US!!!

After getting nowhere on our own with our previous tenants, we retained Jeremy. He was VERY professional and gave us great council. He and his staff literally went above and beyond for us!

~A.P. Pleasant Grove, Utah



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safety of the ordinary renter. A Deficient Condition cannot be caused by the renter and is not created by the tenant's actions that violated the lease or applicable law. For Deficient Conditions that impact a standard of habitability, the landlord has three calendar days to "take substantial action ... toward correcting a deficient condition." For Deficient Conditions that aren't violations of a standard of habitability but are still based on obligations of the landlord stated in the lease, the timeline is ten calendar days.

Under the UFPA, "Dangerous Conditions" are deficient conditions, but they also must pose a substantial risk of imminent loss of life or significant

physical harm. For a Dangerous Condition, the landlord has 24 hours to "commence remedial action to correct the dangerous condition and diligently pursue remedial action to completion."

You'll notice that the statute doesn't require the landlord to completely fix the problem within 24 hours, three days or ten days. But the landlord must take substantial action toward fixing the problem and follow through until it is complete. As a practical matter we routinely advise clients to do everything possible to completely fix the problem within the corrective time frames so they don't have to worry about a judge deciding they didn't do enough within the time limits. Taking care of problems promptly up front can save thousands of dollars in legal fees if it ends up in court.

DOs & DON'Ts of... Court Appearances

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|  <p>Appear! Make sure it is on your calendar and don't rely on the court or your attorney for reminders.</p> |  <p>Talk over the Judge. Let the Judge ask questions and finish before you talk.</p> |
|  <p>Dress for the occasion. You don't want the Judge to think you are the tenant being evicted for selling drugs on the property.</p> |  <p>Make facial expressions in response to the tenant's comments to show you disagree. The Judge will allow your attorney to have a chance to respond.</p> |
|  <p>Be on time! Showing up late gives the wrong impression that your time is more important than the court's time.</p> |  <p>Reject any discussion of an agreement. Often times you can receive a better result than the court if you can take time to work through the problem.</p> |

Dear Attorney,

Q:

My lease has a strict “no pets” policy, but the tenant is trying to let in an assistance animal in. How can I deny their request?

A:

The quick answer is that you may not have any choice here. Under the state and federal Fair Housing Act, a tenant with a disability may be entitled to an assistance animal if that animal helps alleviate the symptoms of the disability.

While you're allowed to verify some information, that verification is limited to confirming with the medical professional that (1) the tenant is disabled, and (2) the assistance animal is necessary to allow the tenant to fully use or enjoy the property. If the tenant satisfies

those two requirements, they are usually allowed to have the assistance animal even if the lease restricts pets. Assistance animals are NOT pets. The landlord cannot charge more rent or a security deposit for an assistance animal.

There are limited exemptions to the fair housing act (the landlord owes fewer than 4 units, hasn't hired a management company, and owns the rentals in their personal name instead of an LLC, etc.). But you should be cautious to avoid a discrimination complaint or even lawsuit.



Landlord Laughs — Grandma's Funeral

Every landlord has probably heard excuses explaining why rent can't be paid on time. Some excuses are easier to believe than others.

A death in the family is a very serious issue that can cause major problems. One tenant explained that they needed a break on the rent because their grandmother had passed and funeral expenses needed to be paid. Not wanting to appear insensitive, the on-site manager wanted to give the tenant a break.

After the management company took a closer look at the tenant's file, their notes revealed that this tenant had, on five previous occasions, asked for a break on rent because his Grandmother had recently passed away. The management company quickly changed their approach and required payment in full.

Keeping good records saves a lot of problems and can build a good eviction case. The agent stated that "we sometimes keep things in the file, and in this case the same grandmother had indeed apparently received 6 different funerals."

Also, don't be afraid to ask for documentation and proof from the tenant verifying what they are saying. If they are telling the truth, most tenants will cooperate by providing proof.



Know Your Notice

• An Overview of Utah Eviction Notices •

Purpose: To begin the eviction process

Three Day Pay or Quit: Written notice requiring the tenant to either vacate or pay all past due rent, late fees or other amounts owed under the lease.

Lease Violations: Used to give written notice to the tenant of any ways they are violating the lease.

Nuisance: Used where your tenant's actions have interfered with the quiet enjoyment of property from other tenants and/or neighbors.

Lease Termination: This notice terminates the lease. Must be served at least 15 days prior to the end of the month, unless your lease requires more time.

Criminal Acts: A tenant who commits crimes that impact the property are subject to eviction.

Tenant At Will: Be cautious with this notice. It is used when the individual does not have any lease (written or oral) to live in the property.

Assigning or Subletting: If your tenant assigns or subleases your property in violation of your lease, they can be evicted.

Unlawful Business: A tenant who is unlawfully running a business on the premises may be evicted.

Abandonment: Is presumed where a tenant leaves without notifying the landlord, is late on the rent, and there is no evidence they're living there.

Waste (Damages): A tenant that damages your property is subject to a three day eviction notice.

Parting Thoughts

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